RICHLAND MANORS ADD.

CONDITIONS, RESTRICTIONS, RESERVATIONS
AND PROTECTIVE COVENANTS FOR
RICHLAND MANOR SUBDIVISION

1. All lots in said subdivision shall be known and described as residential lots, shall be sold and used solely for residential purposes and shall not be used for any business or commercial purposes.

2. No dwelling shall be permitted on any lot at a cost of less than Six Thousand Dollars ($6,000.00) based upon cost levels prevailing on the date of these covenants or recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main floor structure exclusive of one story, open porches and garages, shall be not less than 850 square feet for a one story dwelling nor less than 700 square feet for a dwelling of more than one story.

3. No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building set-back line shown on the recorded plat. In any event no building shall be located on any lot nearer than 25 feet to the front lot line or nearer than 25 feet to any side street line. No building shall be located nearer than 6 feet to an interior lot line except that no side yard shall be required for a garage or other permitted accessory building located 30 feet or more from the minimum building set-back line. These requirements may be varied by the civil authority having jurisdiction.

4. For the purpose of the above covenants, eaves, steps, and open porches shall not be considered as a part of the building, provided, however that this shall not be constructed to permit any portion of a building on a lot to encroach upon another lot.

5. No dwelling shall be erected or placed on any lot having a width of less than 45 feet at the minimum building set-back line, nor shall any dwelling be erected or placed on any lot having an area of less than 6,000 square feet.

6. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

8. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

9. No structure shall be moved onto any of said lots. All structures erected on said lots shall be newly erected thereon.

10. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than 1 square foor, 1 sign of not more than 5 square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale period.

11. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats, or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

12. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste nor shall such waste be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. No fences shall be erected or maintained in front of the front building set-back line.

13. No wall, hedge or shrub planting which obstructs sight lines and elevations between two and six feet above roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street line or in the case of a rounded property corner from the intersection of the street property line extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of the street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight line.

14. No buildings shall be placed nor shall any material or refuse be placed or stored on any lot within 20 feet of the property line of any part or edge of any open water course except that clean fill may be placed nearer provided that the natural water course is not altered or blocked by such fill. There shall be no sub-division of any lots, nor any sale thereof in parcels except that a portion or portions of an unimproved lot may be sold to an adjoining lot owner if no new lot is thereby created.

15. Nothing herein contained shall be construed to preclude the erection of a residence on more than one lot; and, in such a case, the property line of the ownership shall be the "lot line" for purposes of determining compliance with these restrictions.

16. These covenants are to run with the land and shall be binding all parties and all persons claiming under them for a period of twenty-five years from the dates these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or part.

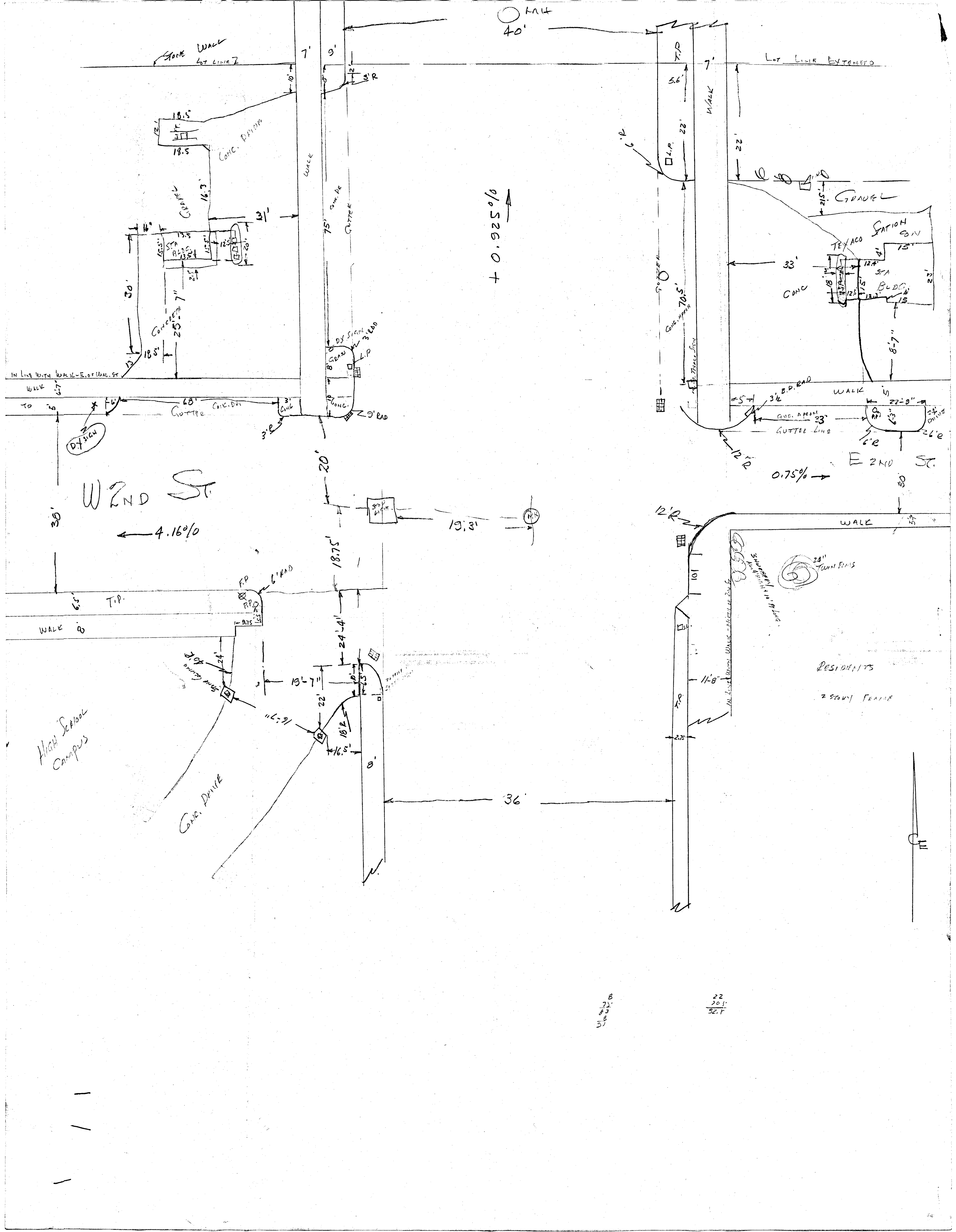
17. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

18. Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

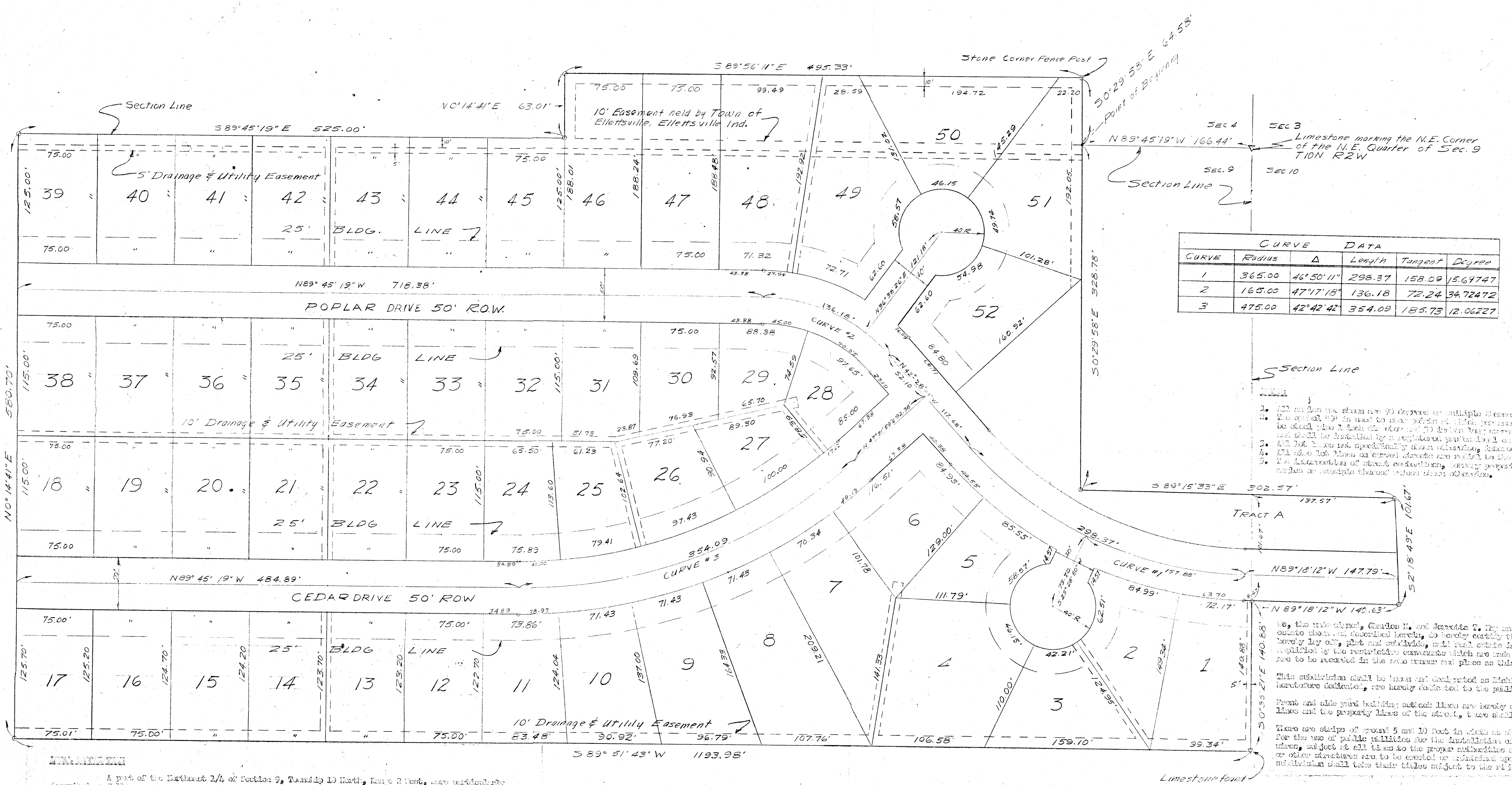
WITNESS OUR HANDS AND SEALS, this 17 day of Oct, 1961.

Charles H. May — Jeanetta T. May

James E. Lindley — M. Frances Lindley


W 2ND ST.
E 2ND ST.
4.16%
0.75%
0.925%
TEXACO STATION
HIGH SCHOOL CAMPUS
RESIDENCES
2 STORY FRAME
WALK
GUTTER
CONC. DRIVE
GRAVEL
STONE WALL
LOT LINE EXTENDED
36'
40'
33'
31'

RICHLAND MANOR ADDN.
TO
ELLETTSVILLE, INDIANA



CURVE	Radius	Δ	Length	Tangent	Degree
1	365.00	46°50'11"	298.37	158.09	15.69747
2	165.00	47°17'18"	136.18	72.24	34.72472
3	475.00	42°42'42"	354.09	185.73	12.06227

NOTES

1. All angles not shown are 90 degrees or multiple thereof.
2. The symbol "○" is used to show points at which permanent monuments will be installed; said monuments will be steel pipe 1 inch diameter and 30 inches long surrounded by not less than one [illegible] cubic foot of concrete, and shall be installed by a registered professional engineer qualified to practice land surveying in Indiana.
3. All lot lines not specifically shown otherwise, intersect street centerline at 90° angles.
4. All side lot lines on curved streets are radial to the street centerline.
5. The intersection of street centerlines, boundary property lines, or any one with the other are 90 degree angles or multiple thereof unless shown otherwise.

We, the undersigned, Charles H. and Jeanette T. May and James E. and M. Frances Lindley, owners of the real estate shown and described herein, do hereby certify that we have laid off, platted and subdivided, and do hereby lay off, plat and subdivide, said real estate in accordance with the within plat, and as further amplified by the restrictive covenants which are made a part of this plat by reference hereto and which are to be recorded in the same manner and place as this plat.

This subdivision shall be known and designated as Richland Manor. All streets and alleys shown and not heretofore dedicated, are hereby dedicated to the public.

Front and side yard building setback lines are hereby established as shown on this plat, between which lines and the property lines of the street, there shall be erected or maintained no building or structure.

There are strips of ground 5 and 10 feet in width as shown on this plat and marked "Easement", reserved for the use of public utilities for the installation of water and sewer mains, poles, ducts, lines and wires, subject at all times to the proper authorities and to the easement herein reserved. No permanent or other structures are to be erected or maintained upon said strips of land, but owners of lots in this subdivision shall take their titles subject to the rights of the public utilities.

The right to enforce these provisions by injunction, together with the right to cause the removal, by due process of law, of any structure or part thereof erected or maintained in violation hereof, is hereby dedicated to the public, and reserved to the several owners of the several lots in this subdivision and to their heirs and assigns.

Witness our Hands and Seals this ____ day of [illegible], 19[illegible].

Charles H. May

Jeanette T. May

James E. Lindley

M. Frances Lindley

State of Indiana)
) SS:
County of Monroe)

Before me the undersigned Notary Public, in and for the County and State, personally appeared Charles H. and Jeanett T. May and James E. and M. Frances Lindley and each separately and severally acknowledge the execution of the foregoing instrument as her or his voluntary act and deed, for the purposes therein expressed.

Witness my hand and notarial seal this ____ day of April, 19[illegible].

Notary Public: [illegible]

My commission expires: [illegible]

LEGAL DESCRIPTION

A part of the Northeast 1/4 of Section 9, Township 10 North, Range 2 West, more particularly described as follows:

Beginning at a point bearing N89° 45' 19" W (Assumed Bearing) 166.44 feet from the stone marking the Northeast corner of said section; thence S 0° 29' 58" E 328.78 feet to a point; thence S 89° 15' 33" E 165.00 feet to a point; thence S 0° 35' 21" E 242.55 feet to a stone on the east line of said quarter; thence S 89° 51' 43" W 1193.98 feet to a point; thence N 0° 14' 41" E 580.70 feet to a point in the north line of said quarter section; thence S 89° 45' 19" E 1019.18 feet to the place of beginning.

Also, a part of the Southeast 1/4 of Section 4 Township 10 North, Range 2 West more particularly described as follows:

Beginning at a point bearing North 89° 45' 19" W (Assumed Bearing) 166.44 feet from the stone marking the Southeast corner of said section; thence N 89° 45' 19" W 494.18 feet to a point; thence N 0° 14' 41" E 63.01 feet to a point; thence S 89° 56' 11" E 495.33 feet to a limestone corner fence post; thence S 0° 29' 58" E 64.58 feet to the place of beginning.

Also, a part of the Northwest 1/4 of Section 10, Township 10 North, Range 2 West, more particularly described as follows:

Beginning at a point in the west line of said section 330.20 feet south and 3.42 feet east of the stone marking the Northwest corner of said section; thence S 89° 15' 33" E 137.57 feet to a point; thence S 2° 18' 49" E 101.67 feet to a point; thence N 89° 18' 12" W 140.63 feet to a point; thence N 0° 35' 21" W 101.67 feet to the place of beginning.

The three parcels described containing 15.557 acres. Being and intended to be a part of the land conveyed to Robert R. Gran and Mary Ann Gran by Contract from the First National Bank of Bloomington, Indiana as shown in Misc. Record 38, page 83 thru 89. And further assigned to Charles H. May and Jeanette T. May, husband and wife, and James E. Lindley and M. Frances Lindley, husband and wife, as shown in Release and Assignment Record 11, pages 73-74.

CERTIFICATE

Under authority provided by Chapter 174 Acts of 1947 enacted by the General Assembly of the State of Indiana, and all acts amendatory thereto, and ordinance adopted by the Board of County Commissioners of the County of Monroe, Indiana, this plat was given approval by the County of Monroe as follows:

Approved by County Plan Commission at a meeting held: ____________

President ____________ Secretary ____________

Under authority provided by Chapter 47, Acts of the General Assembly of Indiana of 1951, this plat was given approval by the Board of County Commissioners of Monroe County, Indiana at a meeting held: ____________

Board of County Commissioners:

____________ ____________ ____________

I, Claude J. Quillen, hereby certify that I am a Professional Engineer licensed in compliance with the laws of the State of Indiana; that this plat correctly represents a survey completed by me that all the monuments shown thereon actually exist; and that the location, size, type and material are accurately shown.

Claude J. Quillen, P.E. [illegible] 4/15/61

ARCHITECT STECO ENGINEERS
COLUMBUS INC. INDIANA